



COLLECTIVE BARGAINING AGREEMENT

by and between

**TOWN OF BLOOMING GROVE
HIGHWAY DEPARTMENT**

and

**TEAMSTERS LOCAL 445, IBT
15 Stone Castle Road
Rock Tavern, NY 12575**

January 1, 2014 – December 31, 2017



TEAMSTER LOCAL UNION 445
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Adrian Huff	Secretary-Treasurer
Barry Russell	President
Sandra Shaddock	Vice President
Jerry Ebert	Recording Secretary
William Ricks	Trustee
Jacques Pean	Trustee
Lou Fuller	Trustee

NOTICE TO MEMBERS

Upon termination of employment for any reason, please call the union office immediately to receive a withdrawal card. The cost of a withdrawal card is \$0.50.

Members are responsible for notifying the union and the fund office immediately of any change of address.

Payment of dues is the member's responsibility to be submitted to the union office when out for any extended illness, leave of absence, disability or compensation, for which same has not been deducted by the employer.

This will keep you in good standing with the Union.

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1 UNION RIGHTS

1.1 Recognition

1.1.1 Recognition: Pursuant to New York State PERB Case Number C-5167, the Town of Blooming Grove recognizes the International Brotherhood of Teamsters Local 445, hereinafter called the "Union," as the sole and exclusive bargaining agent for all employees as hereinafter defined in 1.1.2.

1.1.2 Definition of Bargaining Unit: The term "employee" as used in this Collective Bargaining Agreement shall include all regular full-time employees of the Town of Blooming Grove Central Garage, Highway Department, Parks Department, and the Building Maintenance Mechanic. The term "employee" as used herein shall exclude temporary employees, seasonal employees, clerical or office help. Superintendent of Highways, Deputy Highway Superintendent and Town Supervisor. Further, the term "HWY employees" as used in this Collective Bargaining Agreement shall include all employees of the Town of Blooming Grove Highway Department; the term "C.G." employees as used in this Collective Bargaining Agreement shall include all employees of the Town of Blooming Grove Central Garage.

1.1.3 Regular Full-Time Employee: For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

1.1.4 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" is one who is hired for a period of time not to exceed thirty working days, or to replace an employee who is on an approved leave of absence. Extension of time must be by mutual agreement. Temporary employees shall not receive more than one dollar less than a permanent employee's lowest wage, except under specific state or federal programs. Temporary employees shall not be entitled to any benefits under this Collective Bargaining Agreement other than those required by law.

1.1.5 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season not to exceed three months for the purpose of mowing, collecting yard waste or other traditional summer duties. Seasonal personnel shall not be eligible for benefits provided through this Collective Bargaining Agreement.

1.2 Others Performing Bargaining Unit Work

1.2.1 Outsourcing: In the event the Employer finds it necessary to contract work out, it shall have the right to enter into contract pursuant to County Law, except that it shall not result in the layoff of any present employee in the bargaining unit.

1.3 Union Membership/Agency Shop

1.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees and/or assessments in accordance with 1.3.3 below.

1.3.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct and remit the service fee in accordance with 1.3.3 below.

1.3.3 Remittance of Dues/Fees: Upon written authorization from the employee to do so in form approved by the Town Board and the Union, the Town shall deduct from the earned wages of such employees and remit to the Union, on or before the 15th day of each month, the amount of monthly Union dues payable to the Union by the employee, as certified to the Town of the Treasurer of the Local Union.

1.3.4 Membership List: In November of each year, the Town shall submit to the Union an updated list of names and addresses of all members of the bargaining unit.

1.4 Access to Town Premises

1.4.1 Union Representatives: A Union representative shall have the right to enter any Town location to assist Union members and to conduct Union business related to the administration of this Collective Bargaining Agreement provided it does not interfere with normal operations. The Union representative shall give prior notice of the visit to the Superintendent of Highways or the Town Supervisor.

1.5 Leave for Contract Administration

1.5.1 Investigation and Presentation of Grievances: Shop Stewards designated by the Union may receive calls and assist their members in handling disputes. The Shop Steward will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and to attend conferences and hearings of the New York State Public Employment Relations Board.

1.5.2 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways or the Town Supervisor as far in advance as possible. Requests will not be unreasonably denied. An employee requesting

such leave shall not leave the employee's duty station until it has been approved by the Superintendent of Highways or the Town Supervisor.

1.6 Leave for Negotiations

1.6.1 Eligible Employees: Up to five members selected to serve as a negotiating committee shall receive appropriate time off, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town. This committee shall also receive time off without loss of pay or leave credits for meetings to prepare for negotiations scheduled by the Union. Contract negotiations preparation meetings shall be limited to a total of fifteen hours per committee member per contract year. If negotiations are held after hours, it should be handled without pay.

1.7 Bulletin Boards

1.7.1 Location: The Town will provide suitable space for bulletin boards at the departments for the posting of Union notices.

1.8 No Strike/No Lockout

1.8.1 No Strike Clause: There shall be no stoppage of work by strike or lockout because of any proposed changes to this Collective Bargaining Agreement or dispute over matters relating to this Collective Bargaining Agreement. All such matters must be handled as herein stated.

1.8.2 No Lockout Clause: During the term of this Agreement, there shall be no lockout of employees.

2 TOWN RIGHTS

2.1 Management Rights

2.1.2: Nothing in this Collective Bargaining Agreement shall be construed to diminish or impair the right of the Town of Blooming Grove Superintendent of Highways and the Town of Blooming Grove Town Supervisor from performing the duties required of them by any lawful manner, including the solicitation of public work contracts. All rights, powers or authority the Superintendent of Highways and Town Supervisor had prior to the signing of this Collective Bargaining Agreement is retained by them, excepting those specifically abridged, delegated, graded or modified by this Collective Bargaining Agreement, and/or any supplementary Agreements that may hereinafter be made during the terms of this Collective Bargaining Agreement.

2.1.2: Nothing in this Collective Bargaining Agreement shall be deemed to limit the Town in any way in the exercise of the regular and customary functions of management, such rules relating to operation as it shall deem advisable. The Union further agrees, for itself and its members, not to hinder or interfere with the management of the Highway Department by the Superintendent of Highways or the Central Garage and Parks Department by the Town Supervisor, including but not limited to, the right to: hire, suspend or discharge with proper cause; to layoff employees because of lack of work; or to maintain, establish and alter work rules and conditions of employment, subject, however, to the terms of this Collective Bargaining Agreement.

2.2 State and Federal Regulations

2.2.1: Notwithstanding any other provision of this Collective Bargaining Agreement to the contrary, the parties agree that they shall be governed by the Civil Service Law of the State of New York (excluding Section 75 and 76) and any other applicable law concerning employment and conditions thereof.

2.3 Reciprocal Municipal Agreements

2.3.1: Nothing in this Collective Bargaining Agreement shall be construed to diminish or impair the right of the Town of Blooming Grove Highway Department to cooperate with those of other surrounding municipalities in an effort to reduce the cost of operations to the taxpayer.

3 EMPLOYEE RIGHTS

3.1 Probation

3.1.1 Length of Probationary Period: An employee's original appointment to a position in the noncompetitive or labor class shall be for a probationary period of twenty-six weeks; however, an additional twenty-six weeks may be added by mutual agreement between the Town and the Union.

3.1.2 Failure to Successfully Complete Probationary Period: No employees will be separated at the discretion of the Town at any time during the probationary period without recourse on the part of the Union to the Grievance Procedure or Disciplinary Procedure.

3.1.3 Temporary or Seasonal: In the event a temporary or seasonal employee is hired as a regular full-time employee, such individual shall serve the full probationary period.

3.2 Seniority

3.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the Town of Blooming Grove. The seniority of probationary employees after having completed the probationary period, will date back to the date of hire at which a new employee shall receive full continuous service credit.

3.2.2 Same Length of Service: In the event two or more employees have the same length of service, such employees will have their individual seniority determined by lot.

3.2.3 Loss of Seniority: An employee's continuous service with the Town shall be deemed to have terminated under the following conditions:

- Where the employee voluntarily quits employment.
- Where the employee is discharged for just cause.
- Where an employee fails to report within four working days after the date indicated on return receipt of written notice of recall to work from layoff (refer to 3.3.5 below).
- Where an employee is absent due to a layoff or for any other reason, including physical disability, which continues for more than one year. Any employee absent for more than one year due to a compensatory disability incurred during the course of employment shall not have continuous service broken, provided such employee returns to work within thirty calendar days after and has been certified by the Town doctor as being fit to do the employee's job.
- Where an employee fails to report to work at the expiration date of a leave of absence granted by the Town (refer to Article 8, Unpaid Leave, below).

3.3 Layoff and Recall Procedure

3.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

3.3.2 Notice of Layoff: The Town shall give not less than thirty calendar days advance notice of layoff involving more than ten working days to the employees affected and to the Union.

3.3.3 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. This process will be followed until the last employee who is eligible to bump has had the opportunity to do so.

3.3.4 Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, recall of employees so laid off shall be made in inverse order of layoff, providing the employee is able to perform the work.

3.3.5 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 3.3.4 by certified mail, return receipt requested, and addressed to the employee at the last address appearing on the payroll records of the Town. Letter from the Town shall be considered as received if it is returned marked "No Forwarding Address". In the event the laid-off employee fails to report within four working days after the date indicated on return receipt, or the employee rejects the offer, the employee shall forfeit all recall rights.

3.4 Personnel File

3.4.1 Employee Access: An employee may review and have copies made of the contents of the employee's own personnel file, with exception of letters of reference. Requests must be in writing to the Personnel Officer and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. The employee may not place any documents in the file without the approval of the Personnel Officer. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local laws require otherwise.

3.5 Non-Discrimination

3.5.1: The Town will not interfere with, coerce, intimidate or discriminate in any manner against any employee because of membership or activity in the Union. The Town also agrees that all rules, regulations and working conditions will be enforced equally among all employees.

3.5.2: The Town and Union agree, in carrying out their respective obligation under the terms of this Collective Bargaining Agreement, that they will not discriminate in any manner whatsoever, against any employee or applicant for employment because of race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, disability, genetic predisposition or carrier status, sexual orientation or union membership.

4 VACANCIES AND PROMOTIONS

4.1 Notification of Vacancies

4.1.1 Posting: If a vacancy shall occur in any job classification within the bargaining unit, the Town shall post a notice of such vacancy and the necessary qualifications to fill the same at the Highway Garage, Central Garage and Parks Department for a period of five working days, during which time any qualified employee may apply for

such vacancy. In the event that operational needs require the immediate filling of the vacation, the Town may make a temporary appointment. A copy of all vacancies posted shall be sent to the Union and to the Shop Steward(s).

4.2 Appointment to Vacancies

4.2.1 Selection: The Town shall fill such vacancy from among the bidders on the basis of length of continuous service where ability to perform the work is relatively equal. Where no bid is submitted or no bid is accepted because of failure of the bidder to meet job qualifications, the Town may fill the vacancy by assigning any employee selected by them or by hiring a new employee. The Town Board shall be the sole judge as to the ability of any bidder to perform the work for a vacant job classification and they shall make the decision with respect hereto after a reasonable period of careful observation and testing.

4.2.2 Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks; said employees on this special probation shall retain all of their Union rights.

4.2.3. Leave for Other Town Employment: An employee of the Highway Department, Central Garage or Parks Department who takes on any other position in the service of the Town shall be granted a leave of absence on a temporary basis.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Normal Workday for Highway Department: The normal work day shall consist of eight hours of work in each twenty-four hour period, between 7:00 AM and 3:30 PM, commencing no earlier than 7:00 AM.

5.1.2 Normal Workday for Central Garage and Parks Department: The normal work day shall consist of eight hours of work in each twenty-four hour period, between 7:00 AM and 3:30 PM.

5.1.3 Normal Workweek: The normal work week shall consist of forty hours of work and shall start no earlier than 7:00 AM. The normal work days shall be Monday, Tuesday, Wednesday, Thursday and Friday.

5.1.4 A Compressed Work Week for Highway: Summer hours for the highway department shall begin the first pay period in May, and shall end at the beginning of the first pay period after Labor Day. During this time the regular work day shall be 6:00 a.m. – 4:30 p.m.

5.1.4 B Summer Hours for Parks Department and Central Garage: Summer hours for the Parks Department and the Central Garage shall begin the first pay period in May and shall end at the beginning of the first pay period after Labor Day. During this time, the regular work day shall be 6:00 a.m. – 2:30 p.m.

5.1.5 Layoff to Avoid Overtime: No employee shall be laid off during the employee's regular work week for the purpose of reducing overtime payment.

5.1.6 Additional Hours of Work: An employee must receive prior approval from the employees' Department Head (e.g. Superintendent of Highways or Town Supervisor) before working additional hours.

5.1.7 Distribution and Rotation of Overtime: Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed as equally as possible among the employees regularly assigned to the job in which the overtime work is performed, provided the employees are fully qualified to perform the work required. The opportunities for employees to work overtime shall be rotated among all employees regularly assigned to the job, commencing with employees having the greatest seniority, and an offered opportunity from which the employee is excused shall be considered a missed turn. This does not require a clerical balance of overtime hours worked. The rotating overtime list shall be posted at all times, updated weekly. When an employee is called, the employee shall return to the bottom of the rotating list.

5.1.8 Requirement to Work: It is recognized by the parties hereto that the Town must have, at all times, qualified personnel available to it to perform necessary overtime work. If qualified employees within the job classifications do not volunteer for the required overtime, then the Town may, but is not required to, go outside of the job classification in an effort to obtain the needed qualified employees on a voluntary basis. If the Town is unable to secure the necessary qualified employees for overtime on a voluntary basis, commencing with the least senior qualified employees within the job classification will be required to perform the overtime work.

5.1.9 Sixteen-Hour Policy: Any employee who shall, because of overtime or emergency work, or a combination of both, work sixteen consecutive hours or more during any work day shall have the option to nine consecutive hours of rest.

5.1.10 Time Records: An employee must record all hours worked in each workday in a manner to be agreed upon by the parties.

5.2 Notification of Absence

5.2.1 Tardiness: An employee must be ready and unable to work at the time the employee is scheduled to begin work. In the event an employee is unable to report

to work at the scheduled time, the employee must personally notify the Department Head or designee when possible.

5.2.2 Early Departure: In the event an employee must leave work during the workday, the employee must notify the employee's Department Head prior to leaving.

5.3 Meal and Rest Periods

5.3.1 Lunch Period: Each workday shall include an unpaid lunch period. The lunch period shall be for a period of thirty minutes between the hours of 11:00 AM and 1:30 PM, except in case of emergency. In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of any employee's workday in order to leave work before the normal quitting time.

5.3.2 Overtime Lunch Period: Any employee who, because of overtime or emergency work or a combination of both, is required to work four more consecutive hours after a normal work day, shall be entitled to a lunch-dinner break of thirty minutes, with pay, after each consecutive four hours of work.

5.3.3 Meal Allowance: Employees will receive a fifteen dollar (\$15.00) meal allowance for every five (5) hours of consecutive worked, which payments is subject to federal and state taxes.

5.3.4 Rest Periods: Employees shall be granted a rest period of fifteen minutes before 12:00 noon and fifteen minutes after 12:00 noon, without loss of pay. The scheduling of said rest period shall be at a reasonable time of each morning and afternoon. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

6 COMPENSATION

6.1 Wage Rates

Job Title	Dec 31, 2013 Hourly	Jan 1, 2014 Hourly	Jan. 1, 2015 Hourly	Jan. 1, 2016 Hourly	Jan. 1, 2017 Hourly
		Increase .50	Increase .50	Increase .75	Increase .75
Laborer (entry level)	\$16.53	\$17.03	\$17.53	\$18.28	\$19.03
Laborer II (after 2 years)	\$18.43	\$18.93	\$19.43	\$20.18	\$20.93
MEO (1 st year)	\$24.45	\$24.95	\$25.45	\$26.20	\$26.95
MEO I (2 nd year)	\$25.35	\$25.85	\$26.35	\$27.10	\$27.85
MEO II (after 2 years)	\$26.86	\$27.36	\$27.86	\$28.61	\$29.36
MEO III (class A license)*	\$27.19	\$27.69	\$28.19	\$28.94	\$29.69
HEO*	\$27.49	\$27.99	\$28.49	\$29.24	\$29.99
Working Foreman	\$30.22	\$30.72	\$31.22	\$31.97	\$32.72
Mechanic I (entry level)	\$25.42	\$25.92	\$26.42	\$27.17	\$27.92
Mechanic II (after 2 years)	\$30.22	\$30.72	\$31.22	\$31.97	\$32.72
Head Mechanic	\$33.64	\$34.14	\$34.64	\$35.39	\$36.14
Grounds Keeper	\$20.84	\$21.34	\$21.84	\$22.59	\$23.34
Senior Grounds Keeper	\$22.01	\$22.51	\$23.01	\$23.76	\$24.51
Building Maintenance Mechanic	\$25.24	\$25.74	\$26.24	\$26.99	\$27.74
Working Supervisor (Parks/B&G)	\$26.28	\$26.78	\$27.28	\$28.03	\$28.78

MEO III and HEO alternates shall receive respective pay rate when performing those duties for the day.

6.1.2 Longevity Bonus: A regular full-time employee will be eligible for a longevity bonus of three hundred dollars to be paid on the anniversary date of the employee's fifth year of continuous service and again on the anniversary of each year thereafter until the employee has completed nine years of continuous service.

A regular full-time employee will be eligible for a longevity bonus of six hundred dollars to be paid on the anniversary date of the employee's tenth year of continuous service and again on the anniversary of each year thereafter until the employee has completed fourteen years of continuous service.

A regular full-time employee will be eligible for a longevity bonus of eight hundred dollars to be paid on the anniversary date of the employee's fifteenth year of continuous service and again on the anniversary of each year thereafter until the employee has completed nineteen years of continuous service.

A regular full-time employee will be eligible for a longevity bonus of twelve hundred dollars to be paid on the anniversary date of the employee's twentieth year of continuous service and again on the anniversary of the employee's succeeding years of continuous employment.

6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event an employee is scheduled to work a "compressed workweek," the employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.

If an employee works at least eight consecutive hours before or after the employee's regular shift and is not relieved for at least eight consecutive hours, the employee shall remain on time and one-half pay through the employee's regularly scheduled shift.

6.2.2 Credit for Paid Leave: All paid leave (holiday, vacation, sick, personal, bereavement and jury duty) will be included as time worked in the computation of overtime.

6.3 Call-In Pay

6.3.1 Emergency Work: Emergency work is hereby defined as work of any kind by an employee performed before or after any normal work day without prior notice or warning by the Town. Any employee called to work for emergency work shall receive not less than four hours at time and one-half the employee's regular rate of pay or

time and one-half for hours actually worked, whichever greater (for each time an employee is called out for such worked), provided it's not within the previous four-hour call-out.

6.3.2 Start Time: The pay for an employee who is called out for emergency overtime duty will begin when the employee receives the call.

6.3.3 Employees on Vacation: Any employee who, having started a regularly scheduled vacation period, and who is called back to work because of Town convenience, shall be paid at one and one-half times the employee's regular hourly rate of pay of all hours worked during the regularly scheduled vacation; however, no employee is required to accept such work. If an employee accepts such, the employee shall be entitled to additional vacation time equal to the time worked to be rescheduled at the mutual convenience of the employee and the Town.

6.4 Pay Period

6.4.1 Payroll Period: The payroll period will begin on Wednesday at 12:01 AM and will end fourteen calendar days later on Tuesday at 11:59 PM. An employee's paycheck will be based on the amount earned during the preceding payroll period.

6.4.2 Pay Date: Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: The following holidays will be observed on the day designated by the Town Board at its organizational meeting in January of each year:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	"Floating" Holiday
Labor Day	

7.1.2 Holiday Pay: A regular full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

7.1.3 Assigned to Work on a Holiday: A regular full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" or, with the approval of the employee's Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and schedule another mutually agreed upon day off with pay within three months following the holiday. Furthermore, any employee who works on the Christmas or Thanksgiving holiday shall receive one and one-half times the employee's regular rate of pay and "holiday pay" plus an additional day off with pay that shall be mutually agreed upon and taken within three months following the holiday.

7.1.4 Holiday Pay Requirements: To be eligible for holiday pay, as set forth in 7.1.2, the employee shall have worked the regularly scheduled worked day preceding the holiday and the regularly scheduled work day succeeding the holiday, unless the employee is on a paid vacation, paid personal leave, paid sick leave, bereavement leave or jury duty leave, and/or have not failed to report to work on the holiday when the employee has agreed to work on such holiday.

7.1.5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs when an employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

7.1.6 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance or practice that is not included in the above list of Town-observed holidays. an employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the employee's Department Head at least fourteen calendar days in advance. Time off is generally granted so long as it does not create an undue hardship on the Town.

7.2 Vacation Leave

7.2.1 Allowance (Accrual System): The amount of vacation to which the employee is entitled is based on the employee's total continuous service to the Town. A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

Years of service	Credits per month
Upon hire through 4 th year of service	6.67 hours (equals 80 hours/year)
Upon hire through 5 th year of service	10.00 hours (equals 120 hours/year)
Upon hire through 10 th year of service	13.33 hours (equals 160 hours/year)
Upon hire through 15 th year of service	16.67 hours (equals 200 hours/year)

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed 10 years of continuous service on November 21st will see an increase from 10 hours per month to 13.33 hours per month on December 1st.

7.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

7.2.3 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence unless it is an unpaid leave of absence due to a Workers' Compensation claim or FMLA leave.

7.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of one-hundred and sixty hours. Any vacation credits in excess of one-hundred and sixty hours shall be paid out in cash.

7.2.5 Annual Vacation Schedule: The Superintendent of Highways and Town Supervisor will post a vacation schedule in the Highway Garage, Central Garage and Parks Department, respectively, in January of every year for the employees to make their selection. All bids must be submitted in writing by March 1st and the schedule will be established on or before April 1st. An employee's seniority shall govern with regard to choice of vacation time. It is further understood that the department head has full authority with regard to granting of said vacation. After April 1st, vacations will be granted on a first request/approval basis. Vacation leave may not be used in increments of less than four hours. An employee may not bid for vacation leave in excess of what the employee has been credited.

7.2.6 Vacation Pay: Vacation pay shall be at straight time and, if requested by the employee, shall be paid in advance of any vacation at the beginning of any vacation time.

7.2.7 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then-current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

7.3 Sick Leave

7.3.1 Allowance (Accrual System): A regular full-time employee will be credited with eight hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned.

7.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-eight hours of paid sick leave.

7.3.3 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, unless it is an unpaid leave of absence due to a Workers' Compensation claim or FMLA leave.

7.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of thirteen hundred and twenty hours (1320 hours, which represents one-hundred and sixty-five 8-hour days). Any sick leave credits in excess of thirteen hundred and twenty hours will be paid out in cash.

7.3.5 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one (1) hour. An employee may take paid sick leave only after it has been credited.

7.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's accumulated sick leave credits. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse/domestic partner or child, including step-child and foster child.

7.3.7 Notification of Sick Leave: In the event an employee must take sick leave, the employee must personally notify the employee's Department Head or designee at least thirty minutes before the employee's scheduled reporting time. Notification requirements may be waived in cases of emergency. Unless an extended sick leave absence has been authorized, the employee must notify the employee's Department Head each day of the absence.

7.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the employee is demonstrating a pattern of abuse or excessive use of sick leave. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

7.3.9 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulated sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits—Use of Sick Leave Credits and Workers' Compensation Benefits—Use of Sick Leave Credits).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits toward monthly premium payments during retirement. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement (see Medical Insurance for Retirees).

7.3.10 Retirement Credit: An employee may participate in the provision known as Section 41-j of the New York State Retirement System at the time of retirement. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty (1320) hours. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days, $260 = .50$, or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits, including payment of retiree medical insurance premiums, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

7.3.11 Separation of Employment: An employee who retires from the Town and has applied for an been granted a retirement benefit from the New York State Employees' Retirement System will receive cash payment for up to one-hundred and sixty hours of accumulated sick leave at the employee's then-current rate of pay. In cases of the death of an employee, the Town will pay the employee's designated beneficiary for any unused sick leave, up to a maximum of one-hundred and sixty hours.

An employee who resigns, is laid off or is terminated from employment due to disciplinary action will not receive payment for unused sick leave.

7.4 Personal Leave

7.4.1 Allowance (Front-Loaded on January 1st): A full-time employee will be credited with 4 days of paid personal leave on the first day of January of each year for use during that year.

7.4.2 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for use during that year.

7.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

7.4.4 Use of Personal Leave: Personal leave credits may not be used in increments of less than one (1) day. An employee may take personal leave only after it has been credited.

7.4.5 Scheduling: An employee must receive prior approval from the employee's Department head to take personal leave. The Department Head will have total discretion in the approval of personal leave. In the event there is an unforeseen emergency, the requirement for prior approval will be waived.

7.4.6 Termination of Employment: An employee who resigns, retires, is laid off or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

7.5 Bereavement Leave

7.5.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five consecutive workdays immediately following the death. For purposes of bereavement leave, "immediate family member" will mean the following:

Spouse or Domestic Partner
Child (including step & foster)
Sibling

Parent or Legal Guardian
Spouse's Parent

7.5.2 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate family member. The request

must be submitted, in writing, to the employee's Department Head. The Department Head shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department.

7.5.3 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three consecutive workdays immediately following the death. For purposes of bereavement leave, "extended family member" will mean the following:

Child's Spouse
Brother/Sister-in-law

Grandparent
Grandchild

Aunt or Uncle: In the event of a death of a regular full-time employee's aunt or uncle, the employee may take a leave of absence without loss of pay or leave credits for one workday immediately following the death.

7.5.4 Funeral Leave: In the event of a death of a regular full-time employee's family member who is a relative not included in the definition of immediate family or extended family, the employee may take an unpaid leave of absence for one day from the employee's regularly scheduled work to attend the funeral, or use vacation leave credit and/or personal leave credits. The request must be submitted, in writing, to the employee's Department Head. The employee's Department Head shall have total discretion in the approval of such funeral leave, based upon the needs of the department.

7.6 Jury Duty

7.6.1 Jury Leave: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive jury duty leave without loss of pay or leave credits. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

7.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must promptly submit a copy of the notice to the employee's Department Head. The Department Head will submit the notice along with the time record.

8 UNPAID LEAVE

8.1 Leaves of Absence without Pay

8.1.1 General Terms: Upon request by an employee, the Town Board may grant a leave of absence to an employee for health or personal reasons.

9 INSURANCE

9.1 Medical Insurance

9.1.1 Eligibility: The Town offers medical insurance to each regular full-time employee and their eligible family members. Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the insurance plan are met. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

9.1.2 Medical Insurance Buy-out: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. If two employees are married, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

Effective January 1, 2005, an employee who is eligible for the medical insurance buy-out will receive two-thousand dollars if the employee is eligible for family coverage, or one-thousand dollars if the employee is eligible for individual coverage. Effective January 1, 2006, an employee who is eligible for the medical insurance buy-out will receive two-thousand five hundred dollars if the employee is eligible for family coverage, or twelve hundred and fifty dollars if the employee is eligible for individual coverage. One half of the buy-out will be made in a separate check in the first pay period in July and again in the first pay period in December.

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

9.1.3 Change in Insurance Plans: The Town shall continue the present group health insurance coverage. Teamsters Local 445 agrees that the Town may reopen negotiations with regard to group health insurance coverages and, upon reopening negotiations, Teamsters Local 445 will accept a change in carrier provided that the benefits provided by the new carrier are substantially the same.

9.1.4 Premium Payment:

Hired after 1/1/1996: Effective with the execution of this collective bargaining agreement, a regular full-time employee hired on or after January 1, 1996 who elects to enroll in the New York state Health Insurance Plan (NYSHIP) will be required to contribute ten percent for individual coverage and twenty-five percent for group coverage, as the case may be. However, no employee shall pay more than five percent of the employee's base annual earnings (hourly rate times 2080 hours). The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

Hired on or after 1/1/2014: Effective on the execution of this collective bargaining agreement, new regular full time employees hired on or after January 1, 2014, will be required to contribute 10% of the premium costs for individual coverage or 25% of the premium costs for family coverage, regardless of which plan he or she chooses to participate in. However, no employee shall pay more than five percent of the employee's base annual earnings (hourly rate times 2080 hours). The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

Alternate Plan: Hired 1/1/96 – 12/31/13: An employee who elects to enroll in the alternate plan made available through the town will not be required to contribute toward the premium costs for medical insurance coverage.

Hired before 1/1/1996: A regular full-time employee hired before January 1, 1996 will not be required to contribute toward the premium costs for medical insurance coverage.

9.2 Dental

9.2.1 Dental Coverage: The Town will make available a dental plan to each eligible regular full-time employee and the employee's eligible family. Coverage will begin on the first day of the month following the completion of one month of employment, provided the employee meets all eligibility requirements of the dental plan. The Town may, at its discretion, change carriers and/or offer an alternative dental plan.

9.2.2 Premium Payment: The Town will pay the full premium for an individual dental plan. If an employee elects a family dental plan, the difference in the cost between the two plans will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

9.3 Eyeglass Plan

9.3.1 Allowance: The Town will reimburse an employee for the costs of vision care for up to **five hundred dollars (\$500.00)** for each calendar year of this Collective Bargaining Agreement.

9.4 Workers' Compensation Insurance

9.4.1 Coverage: The Town will provide full pay for all employees who have been injured in the course of their employment for a period not to exceed twelve (12) months. Further, the Town will continue medical insurance coverage for the employee for a period not to exceed fifty-two weeks, under the same terms as if the employee was actively employed. Provided, however, the physician appointed for the purpose by the Town, after a determination has first been made that such injury has been incurred in the course of such employment, may attend such injured employee from time to time for the purpose of making inspections.

The Town is authorized to retain a physician or other medical professional who may attend any injured employee for the purpose of making inspections or for the purpose of providing medical, surgical or other treatment at any and all times until the employee returns to work or separates from employment with the Town. Any employee who refuses to permit such medical inspections or refused any such medical treatment or hospital care shall waive his rights under this section to the continuation of medical insurance and payment of salary or wages. In addition, the employee shall waive his rights under this section to continuation of medical insurance and payment of salary or wages upon receiving written notice that a physician or other medical professional appointed pursuant to this section has determined that the employee has recovered as is able to perform his regular duties.

Payment of the full amount of regular wages and the continuation of medical insurance, as provided by this section, shall be discontinued with respect to any employee who is permanently disabled as a result of an injury incurred in the performance of the employee's duties, if such employee is granted an accidental disability retirement allowance pursuant to the retirement and social security law or similar accidental disability pension provided by the pension fund of which it is a member. If application for such retirement allowance or pension is not made by such employee, application therefore may be made by the Town.

9.4.2 Change in Plan: The Employer may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

9.4.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should report any injury or illness arising out of or in the course of employment to the employee's Department Head immediately after the occurrence of the injury or

illness. The Department Head will notify the Personnel Officer who will complete and submit the required forms.

9.5 Short-Term Disability Insurance

9.5.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

9.5.2 Change in Plan: The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

9.5.3 Premium Payment: The employee will pay the State minimum contribution and the Town will **pay the remainder** of the premium.

9.5.4 Reporting of Illness or Injury: To ensure prompt coverage of the claim, the employee should submit a written report of the illness or injury on the proper application form to the Personnel Officer within twenty-four hours of the occurrence. Proper medical certification will be required and must be submitted with the application form.

9.5.5 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation leave or personal leave credits to supplement short-term disability.

9.5.6 Medical Insurance Coverage: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under the plan and is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA. For those employees enrolled in the New York State Health Insurance Program (Empire Plan), the premium may be waived in accordance with plan documents.

10 RETIREMENT BENEFITS

10.1 New York State Employees' Retirement System

10.1.1 During the period of this agreement, the Town shall not suspend its pension plan for any part thereof or diminish any of the benefits provided under such plan.

10.2. Medical Insurance for Retired Employees

10.2.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage, provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

10.2.2 Eligibility: To be eligible for coverage, the retiree must meet each of these requirements:

- 1) Be at least fifty-five years of age and have at least twenty years of continuous benefit-eligible service with the Town as a full-time employee OR be at least sixty-two years of age and have at least fifteen years of continuous benefit-eligible service with the Town as a full-time employee OR have at least twenty years of continuous benefit-eligible service and be granted disability retirement pursuant to the New York State retirement and social security law.
- 2) Have retired directly from the Town and;
- 3) Have applied for and been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

10.2.3 Change in Insurance Plans: The Town Board may change the insurance carrier and/or offer alternative plans at any time.

10.2.4 Premium Payment: The Town will make the same premium contribution for individual coverage as is provided to then current employees in the bargaining unit.

The retiree is responsible for the remaining portion of the insurance premium for the plan selected.

10.2.5 Medicare: Coverage under a medical insurance plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change the medical insurance and prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town.

10.2.6 Medicare Part B Reimbursement: The Town will reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium. Such reimbursement will cease for both the retiree and the retiree's spouse upon the death of the retiree. Reimbursement will also cease for a spouse upon legal separation or divorce. The Town Board may, at its discretion and in accordance with plan documents, modify or eliminate this reimbursement for any retiree or retiree's spouse.

10.2.7 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement, if the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under Section 41-j, only the remaining portion will be used for the payment of premiums.

11 SAFETY AND HEALTH

11.1 Safety and Health

11.1.1: The Town will maintain working conditions in accordance with the applicable rules and regulations of both State and Federal government. The Town recognizes that safety and health conditions are a common cause of concern, and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing and promoting safety and health provisions.

On call outs for hazardous conditions, in which the operation of motorized equipment will be utilized, a supervisor (or Highway Superintendent, or Deputy Highway Superintendent) and the next person on the rotating over time list (meeting the qualification requirements necessary for the equipment needed in said event) shall be called in. In the event no supervisor, Highway Superintendent or Deputy

Highway Superintendent, is available, then both employees will be from the rotating list (employees must meet the qualifications needed for the assignment).

11.2 Safety Gear

11.2.1 Wearing of Safety Gear: All HWY and Central Garage employees shall wear protective equipment such as hard hats, goggles and the like when required by the Town Superintendent of Highways and Town Supervisor. Any such requirement shall not be unreasonable. Any such safety and protective equipment shall be supplied at the cost of the Town.

11.3 Safety Committee

11.3.1: The Town agrees that a member of the Union Shop Committee, which member may be rotated at the convenience of the Unit, shall function as a member of the Safety Committee together with a representative of the Town. It shall be the function of the Safety Committee to meet monthly, or whenever necessary, for the common good of the parties. The Shop committee member of the Safety Committee shall not suffer any loss of pay or leave credits for attendance at such meetings are conducted on work time.

12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Work Clothes (Highway & Parks): After three months of continuous employment, an employee in the Highway Department or Parks Department shall, every two years, be entitled to: one crew sweatshirt, one hooded sweatshirt, one coat for winter wear, five work shirts, five work pants, ten pairs of work gloves and five orange t-shirts, one rain coat and boots, one back support belt, either one pair of insulated coveralls or heavy winter coat every two years, and an allowance of one hundred and seventy-five dollars (\$175) per year for the purchase of safety work shoes to be paid October 1st of each year. Allowances will not be paid if the employee retires within three months after payment of the allowance is due.

12.1.2 Work Clothes (Central Garage): After three months of continuous employment, an employee in Central Garage shall be entitled to an allowance of one hundred and seventy-five dollars (\$175) per year for the purchase of safety work shoes to be paid October 1st of each year, and five hundred dollars (\$500) per year for the purchase of tools to be paid June 1st of each year. Allowances will not be paid if the employee retires within three months after payment of the allowance is due. Uniforms will be rented and serviced by the Town in this Department.

12.1.3 Storage Facilities (Highway): The Town shall provide adequate room at the Highway department office with storage facilities for employees.

12.1.4 Mechanic Tools: The Town shall supply all the necessary speciality tools for the Mechanic to perform the job.

12.2 Education and Training

12.2.1 On-the-Job Training (Highway): Employees of the Highway Department will perform all phases of highway work. The Superintendent will make a diligent effort to train every employee for operation of all Highway Department equipment.

12.2.2 Training Costs: The Town shall incur all costs in Educational and Training seminars necessary to perform job-related functions. All Safety and First Aid courses are included.

13 DUE PROCESS PROCEDURES

13.1 Grievance and Disciplinary Procedure

13.1.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

13.1.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to Business Agent for Teamster Local 445.

13.1.3 Civil Service Rights: The procedure set forth in 13.1.4 Step Two and Step Three below shall serve as the only method of resolving challenged to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

13.1.4 Grievance and Procedure: If a dispute arises concerning the interpretation, application or claimed violation of a specific term of the Collective Bargaining Agreement, the following steps will be utilized:

Step One: The Grievant and the Shop Steward shall take the matter up with the Superintendent of Highways or the Town Supervisor, as the case may be, within twenty working days of the alleged violation. The Superintendent of Highways or the Town Supervisor, as the case may be, shall give an answer within five working days to the employee and the steward.

Step Two: If the employee or the Shop Steward is not satisfied, the employee or the Shop Steward shall submit the grievance in writing to the Town Board within five working days. The Town Board will answer the grievance in writing within ten working days to the Shop Steward.

Step Three: In the event the grievance is not satisfactorily resolved on the local level, the Business Agent for Teamsters Local 445 may pursue the provisions of the Taylor Act and submit to arbitration making use of the Public Employment Relations Board to pursue the grievance. The arbitrator's decision will be binding on both parties. All of the above is done pursuant to the Civil Service Law, more specifically, the Taylor Law. The cost and expenses of pursuing any grievance shall be borne by each party on its own behalf.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1: This collective bargaining agreement shall be effective from **January 1, 2014** through **December 31, 2017** unless otherwise agreed to by the parties.

14.2 Savings Clause

14.2.1: Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

14.2.2: Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.3 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

14.4 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on Dec 26 2013.

TOWN OF BLOOMING GROVE

BY: [Signature]

TITLE: Blooming Grove Town Supervisor

DATE: December 26, 2013

LOCAL UNION 445, IBT

BY: [Signature]

TITLE: Vice President

DATE: 12/26/13

ADDENDUM

Drug and Alcohol Testing

Whereas, the Town Board of the Town of Blooming Grove adopted a policy for the Alcohol Misuse Prevention Program by Board Resolution on November 27, 1995.

Whereas, concerns have been raised by the Union on behalf of the Town of Blooming Grove covered by the contract, Article XXXI, dated January 1, 1996, regarding some of the provisions of the above mentioned policy, such that the Town Board has reconsidered the provisions specified and agreed to amendments of policy itself and amendment to the aforementioned union contract.

Therefore Be It Resolved that the following amendments be made to the Alcohol Misuse Prevention Program Policy:

Any driver who refused an FHWA-mandated alcohol test will be suspended without pay until such time as the test is administered.

Any driver who tests positive will be advised to obtain an evaluation from the LAP or SAP, that is under contract to the Town of Blooming Grove, to determine if the driver is in need of assistance with an alcohol misuse problem. The employee will pay for this evaluation and will receive the SAP report. A copy of the report will be given to the employer by EAP. The cost to the employee, upon submission of a receipt, will be reimbursed by the Town.

To the Union Contract dated January 1, 1996 covering the Town of Blooming Grove employees:

Confirmed Positive Test Results

- **Incident 1:** Employee is suspended without pay until such time as it takes to test OK. Employee must also go to LAP for evaluation. Employee can utilize accumulated leave time.
- **Incident 2:** Employee is suspended without pay for thirty (30) days and may not return to work until the LAP indicates compliance.
- **Incident 3:** Employee is terminated.

An incident is deemed to be a positive test result, a refusal for evaluation and/or non-compliance of recommended assistance.

An employee who twice receives a confirmed positive test result will be terminated.

All of the procedures are subject to the grievance procedure as set forth in the current Union contract.

